

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Property Surplus/Property Exchange**DEPARTMENT:** Administrative Services**DIVISION:** Support Services**AUTHORIZED BY:** Frank Raymond**CONTACT:** Stan Hunsinger**EXT:** 5253**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the County Resolution, Joint Facilitation of Public Infrastructure Agreement, Drainage and Retention Pond Easement, Termination of Easement, and County Deed with the Oaks at Lake Mary, Ltd and Oaks Out, LLC, respectively, for Parcels # 17-20-30-300-0310-0000 (a Seminole County owned vacant 0.37 acre lot), 17-20-30-300-0050-0000 (a Seminole County Retention Pond), and 17-20-30-300-0060-0000 (Oaks at Lake Mary Ltd. property).

District 2 Michael McLean

Meloney Lung

BACKGROUND:

Oaks at Lake Mary, Ltd. owns a shopping center located at the southeast corner of Lake Mary Boulevard and Longwood-Lake Mary Road. The County owns two properties at the front of the shopping center property, Parcels # 17-20-30-300-0310-0000 and 17-20-30-300-0050-0000. A County drainage pond is currently located on one of the parcels, with the drainage pond extending beyond the parcel onto an easement in favor of the County over the shopping center property. The principal behind Oaks at Lake Mary, Ltd has created a new entity, Oaks Out, LLC, to acquire the County parcels in exchange for Oaks at Lake Mary, Ltd. granting drainage easements to an alternative retention pond at the rear of the shopping center property. Oaks Out, LLC has agreed to pay Seminole County \$300,000 for this exchange. The exchange also includes the County releasing the easement over the part of the existing pond owned by Oaks at Lake Mary, Ltd. Oaks Out, LLC wishes to acquire the County parcels for future development in exchange for Oaks at Lake Mary, Ltd providing Seminole County the easement for access to and use of the alternative retention pond together with areas for pipes and other infrastructure to connect Seminole County's drainage system to the alternative retention pond.

County Staff has determined the alternative retention pond site is adequate to take the drainage currently being retained on the existing County retention pond subject to independent certification of this conclusion by a licensed professional engineer. Seminole County will require continued use of the existing County retention pond for drainage and retention as it currently exists until such time as the Oaks at Lake Mary, Ltd. constructs, at its own expense, the necessary pipes and infrastructure to connect Seminole County's drainage system to the alternative retention pond, which will be a joint use water retention facility serving the needs of Seminole County, Oaks at Lake Mary, Ltd. and Oaks Out, LLC. This surplus and exchange of real property is being accomplished in accordance with Section 125.37, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the County Resolution, Joint Facilitation of Public Infrastructure Agreement, Drainage and Retention Pond Easement, Termination of Easement, and County Deed with Oaks at Lake Mary, Ltd. and Oaks Out, LLC, respectively, for Parcels # 17-20-30-300-0310-0000 (a Seminole County owned vacant 0.37 acre lot), 17-20-30-300-0050-0000 (a Seminole County Retention Pond) and 17-20-30-300-0060-0000, (an Oaks at Lake Mary, Ltd property).

ATTACHMENTS:

1. Maps and Aerials
2. Resolution
3. Agreement
4. Agreement
5. Agreement
6. County Deed

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

**Seminole County
and
Oaks at Lake Mary, Ltd. &
Oaks Out, LLC Properties**




RESOLUTION NO. 2009-R-____

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD
OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, AT ITS REGULARLY SCHEDULED MEETING OF
_____, 2009.

WHEREAS, Section 125.37, Florida Statutes, authorizes the exchange of real property interests by counties in accordance with certain procedures, and with the advertising requirements of Section 125.37, Florida Statutes, having been met,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT:

1. The Board of County Commissioners of Seminole County, Florida hereby implements the noticed exchange of real property with Oaks at Lake Mary, Ltd., and Oaks  LLC.

2. Oaks of Lake Mary, Ltd. desires to grant and convey and Seminole County desires to accept the releases, covenants and agreements relating to the Oaks of Lake Mary, Ltd. property as set forth in the Joint Facilitation of Public Infrastructure Agreement, attached as Exhibit "1" hereto, which is incorporated herein by this reference thereto as if fully set forth herein verbatim.

3. The Board of County Commissioners of Seminole County, Florida adopts as its own this Agreement and the Drainage and Retention Pond Easement, attached to the Agreement as Exhibit "C", in exchange for a County Deed, attached to the Agreement as Exhibit "A", and the Termination of Easement attached to the Agreement as Exhibit

"B" by Seminole County to Oaks Out, LLC, which exhibits are incorporated herein by this reference thereto as if fully set forth herein verbatim.

4. The Board of County Commissioners of Seminole County, Florida finds Oaks Out, LLC has petitioned Seminole County for a release of mineral rights on the property being conveyed by the County Deed.

5. The Board of County Commissioners of Seminole County, Florida further finds the property being conveyed by Seminole County is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, Oaks Out, LLC would have great difficulty obtaining financing for the property.



6. Therefore, the Board of County Commissioners of Seminole County, Florida, in accordance with Section 270.11, Florida Statutes, approves the release of Seminole County's interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, Oaks Out, LLC having petitioned for said release.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners of Seminole County, Florida is authorized to execute the County Deed relating to property that is described in the Agreement hereto.

[Signatory page follows]

ADOPTED this ____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
06/03/09

Attachment:

Exhibit "A" - Joint Facilitation of Public Infrastructure Agreement
P:\Users\Dedge\My Documents\Reso\Oaks At Lake Mary Resolution.Doc



THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

**SEMINOLE COUNTY / OAKS AT LAKE MARY, LTD. / OAKS OUT, LLC
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT**

THIS JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT is made and entered into this ____ day of _____, 2009, by and between OAKS AT LAKE MARY, LTD., whose address is 1180 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714, OAKS OUT, LLC, whose address is 1180 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714 and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

WHEREAS, Oaks at Lake Mary, Ltd. is improving the shopping center located at 3005 West Lake Mary Boulevard, Lake Mary, Florida 32746 (the "Shopping Center") and is affiliated with a new entity, Oaks Out, LLC, to accomplish these improvements; and

WHEREAS, Seminole County owns part of the retention pond property at the northwest corner of the Shopping Center and holds an easement over the remainder of this pond (collectively the "Existing County Pond") and an additional parcel located near the northeast corner of the Shopping Center (collectively the "County Parcels"); and

WHEREAS, the part of the County Parcels owned by Seminole County is described in the County Deed attached hereto as Exhibit A; and

WHEREAS, the part of the County Parcels over which Seminole County has an easement is described in the Termination of Easement document attached hereto as Exhibit B; and

WHEREAS, Oaks at Lake Mary, Ltd. owns an alternative retention pond located at the southeast corner of the Shopping Center (the "Alternative Retention Pond"); and

WHEREAS, the Alternative Retention Pond is described in the Drainage and Retention Pond Easement attached hereto as Exhibit C; and

WHEREAS, Seminole County has determined the Alternative Retention Pond is adequate to take the drainage currently being retained on the Existing County Pond subject to independent certification of this conclusion by a licensed professional engineer; and

WHEREAS, Section 125.37, Florida Statutes, authorizes the exchange of real property owned by Seminole County, when it is not needed for County purposes, for other real property interests which Seminole County needs for County purposes; and

WHEREAS, Oaks Out, LLC wishes to acquire the County Parcels for future development in exchange for Oaks at Lake Mary, Ltd. providing Seminole County an easement for access to and use of the Alternative Retention Pond together with areas for pipes and other infrastructure to connect Seminole County's drainage system to the Alternative Retention Pond (collectively, the "New Easement Area"); and

WHEREAS, Oaks Out, LLC is required to obtain the approval of its Planned Unit Development (PUD) Plan from the City of Lake Mary to proceed with the future development of what is now the County Parcels; and

WHEREAS, the New Easement Area is described in the Drainage and Retention Pond Easement attached hereto as Exhibit C as the "Easement Area"; and

WHEREAS, Seminole County is willing to make this exchange for the additional consideration of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) to be paid by Oaks Out, LLC to Seminole County; and

WHEREAS, Seminole County is unable to dispose of the County Parcels by competitive bid because the County would be unable to obtain access to and use of the Alternative Retention Pond or the New Easement Area without either this exchange with Oaks at Lake Mary, Ltd. and Oaks Out, LLC, or through eminent domain and it is essential that drainage be retained by one property or the other; and

WHEREAS, Seminole County acquired the County Parcels as follows:

For property identified as 17-20-30-300-0310-0000; by Order of Taking dated May 15, 1990, as recorded in Official Records Book 2182, Page 855, Public Records of Seminole County as ratified by Final Judgment dated May 30, 1991, as recorded in Official Records Book 2300, Page 1124, Public Records of Seminole County, Florida;

For property identified as 17-20-30-300-0060-0000; by Warranty Deed dated June 16, 1989, as recorded in Official Records Book 2079, Page 0290, Public Records of Seminole County, Florida;

For property identified as 17-20-30-3000-0050-0000 by Permanent Perpetual Drainage and Right-of-Way Easement dated September 27, 1988, as recorded in Official Records Book 2001, Pages 0639-0642; and

WHEREAS, Oaks at Lake Mary, Ltd. acquired the land inclusive of the New Easement Area by Special Warranty Deed dated May 16, 1997, as recorded in Official Records Book 3241, Page 1712, Public Records of Seminole County, Florida; and

WHEREAS, the parties recognize and agree that the New Easement Area, including the Alternative Retention Pond, would simultaneously serve the purposes of Oaks at Lake Mary, Ltd. and the public infrastructure purposes of Seminole County subject to independent certification of this conclusion by a licensed professional engineer; and

WHEREAS, Seminole County will require continued use of the Existing County Pond for drainage and retention as currently exists until such time as Oaks at Lake Mary, Ltd. constructs, at its own expense, the necessary pipes and infrastructure to connect Seminole County's drainage system to the Alternative Retention Pond; and

WHEREAS, it is in the best interest of Seminole County, Oaks at Lake Mary, Ltd., and Oaks Out, LLC for a joint use water retention facility serving the needs of Seminole County, Oaks at Lake Mary, Ltd. and Oaks Out, LLC,

NOW, THEREFORE, in consideration of the mutual agreements by and between Oaks at Lake Mary, Ltd., Oaks Out, LLC and Seminole County, Seminole County, Oaks Out, LLC and Oaks at Lake Mary, Ltd. agree as follows:

Section 1. Recitals. The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied.

Section 2. Property Exchange.

(a) The parties agree to exchange land interests as provided in subsections (b) through (m) below.

(b) Seminole County shall convey to Oaks Out, LLC by County Deed the part of the County Parcels that Seminole County owns as more particularly described in the attached Exhibit A.

(c) Seminole County shall release the part of the County Parcels over which Seminole County holds an easement as more particularly described in the attached Exhibit B.

(d) Oaks at Lake Mary, Ltd. shall convey to Seminole County an easement for access to and use of the New Easement Area, including the Alternative Retention Pond, described in the attached Exhibit C.

(e) As part of this exchange, Oaks Out, LLC agrees to pay Seminole County the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

(f) Seminole County, as required by Section 125.37, Florida Statutes, shall publish the terms and condition of this exchange of property once a week for at least two (2) weeks, in a newspaper of general circulation published in Seminole County.

(g) To effect the exchange of these properties, the Board of County Commissioners of Seminole County, Florida, must adopt a resolution authorizing the exchange of properties. This Agreement shall not be binding upon Seminole County until and unless the authorizing resolution is adopted by the Board of County Commissioners of Seminole County, Florida and all other legal prerequisites for the exchange are accomplished.

(h) In order to proceed with the future development of the County Parcels following this exchange, Oaks Out, LLC is required to obtain the approval of its PUD Plan from the City of Lake Mary. If the City of Lake Mary disapproves Oaks Out, LLC's PUD Plan for what is currently the County Parcels, or if this approval is not granted within twelve (12) months from the date the Agreement is signed by all the parties, then this Agreement shall terminate and the respective obligations of the parties that existed prior to this Agreement shall remain in full force and effect. Therefore, the obligations set forth in this Agreement are contingent upon the City of Lake Mary's approval of Oaks Out, LLC's PUD Plan within twelve (12) months from the date the Agreement is signed by all parties.

(i) Oaks Out, LLC agrees to pay for the publication of the notice of the terms and conditions of this exchange of properties in the Orlando Sentinel.

(j) Oaks Out, LLC agrees to pay for title insurance to be issued on all of the properties being conveyed pursuant to this Agreement, whether such conveyance is in fee or by easement.

(k) Oaks Out, LLC agrees to pay for the recording of the respective instruments necessary to convey the parties' interest in the above described properties and any documentary stamps necessary on such instruments.

(l) Upon execution of the conveyance and release described in Section 2(b) and 2(c) above, Oaks Out, LLC grants Seminole County an easement over, across, through and under the Existing County Pond for Seminole County to continue to use the Existing County Pond for its current drainage and retention purposes (the "Interim Easement"). This Interim Easement shall terminate upon Oaks at Lake Mary, Ltd. or Oaks Out, LLC, at their own respective expense, satisfactorily completing the construction of the necessary pipes and other infrastructure in the New Easement Area to convey the drainage to and from the Alternative Retention Pond. Specifically, satisfactorily completing this construction means that the piping and infrastructure meets the camera inspection criteria set forth in Florida Department of Transportation Standard Specifications, Section 430-4.8, Final Pipe Inspection (2007). Also, prior to and as an additional condition to the termination of the Interim Easement, either Oaks at Lake Mary, Ltd., or Oaks Out, LLC shall provide Seminole County, at Oaks at Lake Mary, Ltd's or Oaks Out, LLC's expense, respectively, a letter from a licensed professional engineer certifying under seal that the Alternative Retention Pond and related infrastructure are adequate to convey drainage currently held by the Existing County Pond to and from the Alternative Retention Pond.

(m) Until the Interim Easement to the Existing County Pond terminates, Oaks Out, LLC shall have the same obligation to Seminole

County regarding the Existing County Pond that Oaks at Lake Mary, Ltd. has to Seminole County regarding the New Easement Area. Similarly, until the Interim Easement to the Existing County Pond terminates, Seminole County shall have the same rights over the Existing County Pond that it has over the New Easement Area.

Section 3. Maintenance of Retention Ponds.

(a) The parties agree that Oaks at Lake Mary, Ltd. shall be responsible for functional as well as aesthetic maintenance of the New Easement Area, including the Alternative Retention Pond. Oaks at Lake Mary, Ltd. agrees that, at all times, its maintenance standards shall be equal to or greater than Seminole County's minimum functional maintenance requirements, which includes mowing the property at least nine (9) times a year. If Oaks at Lake Mary, Ltd.'s functional maintenance standards fail to meet the Seminole County's minimum standards, then Oaks of Lake Mary, Ltd. agrees that Seminole County may enter upon Oaks of Lake Mary, Ltd.'s property and perform such maintenance work as is reasonably necessary to achieve Seminole County's minimum functional standards and Seminole County may receive compensation for same on a time and material basis from Oaks at Lake Mary, Ltd.

(b) Oaks at Lake Mary, Ltd. agrees that its commitment to maintain the Alternative Retention Pond shall continue into perpetuity and be binding on its successors in interest.

(c) As to aesthetic maintenance of the Alternative Retention Pond, the parties agree that Oaks at Lake Mary, Ltd. may, at its cost, provide landscaping, fountains or other amenities so long as stormwater capacities, permit conditions, and functional maintenance are maintained.

(d) Nothing in this Agreement obligates Seminole County to perform any work for Oaks at Lake Mary, Ltd. on the Alternative Retention Pond.

Section 4. Recording. This Agreement shall be recorded in the Public Records of Seminole County and shall inure to the benefit of Seminole County, Oaks at Lake Mary, Ltd. and Oaks Out, LLC, and their successors and assigns. This Agreement and the rights conveyed herein shall run with Oaks at Lake Mary, Ltd.'s and Oaks Out, LLC's land and be exercisable by Seminole County, Oaks at Lake Mary, Ltd., Oaks Out, LLC and any successor owner of Oaks at Lake Mary, Ltd.'s or Oaks Out, LLC's land.

Section 5. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

Section 6. Condition of Premises. Oaks at Lake Mary, Ltd. and Oaks Out, LLC stipulate that their authorized agents and representatives have made a full inspection of the County Parcels and that Seminole County shall not be held liable in any way respecting the condition of the County Parcels or any occurrences on the County Parcels. Oaks Out, LLC and Oaks at Lake Mary, Ltd., accept their respective parts of the County Parcels "as is".

Section 7. Indemnification.

(a) Oaks at Lake Mary, Ltd. covenants to indemnify and hold harmless Seminole County from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of Oaks at Lake Mary, Ltd. or its employees or agents and its use of, or development, construction and maintenance of, the New Easement Area including the Alternative Retention Pond; or by third

parties acting on behalf of, or with the permission of Oaks at Lake Mary, Ltd.

(b) Until the Interim Easement on the Existing County Pond described in Section 2(l) and 2(m) above is terminated, Oaks Out, LLC covenants to indemnify and hold harmless Seminole County from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of Oaks Out, LLC or its employees or agents and its use of, or development, construction and maintenance of, the Existing County Pond; or by third parties acting on behalf of, or with the permission of Oaks Out, LLC.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereinafter adopted.

Section 9. Notice.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the COUNTY:

County Engineer
Public Works Department
Engineering Division
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

With a copy to:

County Attorney's Office
Seminole County Services Bldg.
1101 E. First St.
Sanford, FL 32771

For the DEVELOPER:

Stephen J. LaFreniere, President
Quest Company
1180 Spring Center S. Blvd., Ste 102
Altamonte Springs, FL 32714
Representative for
Oaks Out, LLC Representative and
Oaks at Lake Mary, Ltd.

With a copy to:

John Schoene, Esq.
100 E Sybelia Ave. Ste 205
Maitland, Florida 32751-4757

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 13. County Not Obligated. This Agreement shall not be deemed to pledge the credit of Seminole County or to make Seminole

County a co-venturer or partner of Oaks at Lake Mary, LLC or Oaks Out, LLC.

Section 14. Applicable Law/Venue/Remedies.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between Oaks at Lake Mary, Ltd., Oaks Out, LLC or both and Seminole County regarding the subject matter of this Agreement, Oaks at Lake Mary, Ltd., Oaks Out, LLC or both, as the case may be, and Seminole County agree to submit same to non-binding mediation (except that any settlement agreement reached through mediation shall be binding according to its terms) and shall cooperate in good faith in appointing a qualified mediator, attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. The prevailing party in any action, litigation, suit, action or proceeding to enforce the terms and conditions of this Agreement shall be entitled to recover all reasonable attorneys and paralegal fees and costs incurred prior to, in preparation for and in connection with all trial or appellate proceedings.

Section 15. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 16. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 17. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal and reciprocal part in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

Section 18. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not

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be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 19. Further Assurances.

(a) Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

(b) Oaks at Lake Mary, Ltd. warrants that it will cause the holders of any mortgages and liens relating to the New Easement Area property to subordinate or release their interests as to the provisions of this Agreement prior to termination of the Interim Easement to the Existing County Pond pursuant to Section 2(l) and 2(m) herein. If Oaks at Lake Mary, Ltd. fails to obtain either the subordination or release, then the Interim Easement to the Existing County Pond shall not terminate.

Section 20. Curative Periods. No default as to any provision of this Agreement on the part of either Seminole County, Oaks at Lake Mary, Ltd. or Oaks Out, LLC shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 21. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 22. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is

required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 23. Public Records. Oaks at Lake Mary, Ltd. and Oaks Out, LLC shall allow public access to all documents, papers, letters or other materials subject to provisions of Chapter 119, Florida Statutes, which have been made or received by Oaks at Lake Mary, Ltd. or Oaks Out, LLC in conjunction with this Agreement.

Section 24. Records and Audit. Oaks at Lake Mary, Ltd. and Oaks Out, LLC shall maintain all books, documents, papers and other evidence pertaining in any way to this Agreement. Such records shall be available at the address hereinabove at all reasonable times during the term of this Agreement and for audit or inspection by Seminole County upon five (5) days prior written notice.

Section 25. Equal Opportunity Employment. Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree that they will not discriminate and will provide in all contracts that their contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, disability or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Conflict of Interest. Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree that they will not commit any act in the performance of their obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 27. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver or fulfillments of any condition of development arising from the Seminole County Comprehensive Plan or the Land Development Code of Seminole County, nor from the City of Lake Mary Comprehensive Plan or the City of Lake Mary Code of Ordinances or other applicable ordinances, is intended and none shall be implied from the terms of the Agreement.

Section 28. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OF LAKE MARY, LTD.
a Florida Limited Partnership

By: OLM of Central Florida, Inc.
a Florida Corporation
its General Partner

By: [Signature]
Stephen J. Lafreniere, Director

[Signature]
Signature

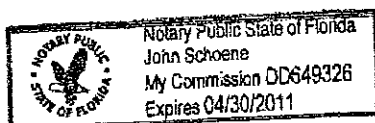
Ben LaFreniere
Print Name

[Signature]
Signature

Cassie Snyder
Print Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of May 2009, by Stephen J. Lafreniere, Director of OLM of Central Florida, Inc., a Florida corporation, General Partner of Oaks of Lake Mary, Ltd., a Florida limited partnership who is personally known to me or has produced as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of the Oaks of Lake Mary, Ltd.



[Signature]
Print Name John S. Schoene
Notary Public in and for the County
and State Aforementioned
My commission expires: 4/30/11

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OUT, LLC
a Florida Limited Liability Company

Signature

By:

Stephen J. Lafreniere, Manager

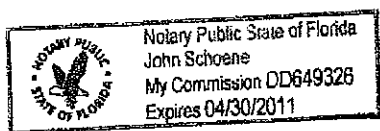
Print Name

Signature

Print Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of May 2009, by Stephen J. Lafreniere, Manager of Oaks Out, LLC, a Florida limited liability company who is personally known to me or has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of company.



Print Name John S. Schoene
Notary Public in and for the County
and State Aforementioned
My commission expires: 4/30/11

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre

05/07/09

Attachments

Exhibit "A" - County Parcels

Exhibit "B" - Termination of Easement

Exhibit "C" - Drainage and Retention Pond Easement

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EXHIBIT A

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this ____ day of _____, 2009, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTOR, and OAKS OUT, LLC, whose address is 1800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714 hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, his heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

Parcel Identification Number: 17-20-30-300-0600-0000

That parcel of land lying in Section 17, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 17; Thence run S89°39'42"W along the North line of the Northeast ¼ of said Section 17 a distance of 664.93 feet; Thence departing said North line of the Northeast ¼, Section 17, run S00°22'12"E, a distance of 91.00 feet to a point on the Southerly Right-of-Way line of Lake Mary Blvd. as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1, said point being the Point of Beginning; Thence run S00°22'12"E a distance of 92.49 feet; Thence run S89°38'22"W, a distance of 325.68 feet to a point on the Easterly Right-of-Way line of Longwood-Lake Mary Road (100' R/W) as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1; Thence Run N22°22'25"E, along said Easterly right-of-way line, a distance of 104.99 feet to its intersection with said Southerly Right-of-Way line of Lake Mary Blvd. and a non-tangent curve concave Northeasterly having a radius of 3046.45 feet; Thence from a chord

EXHIBIT A

bearing of S88°49'39"E, run Southeasterly along the arc of said curve through a central angle of 03°01'17" a distance of 160.65 feet to a point of tangency; Thence run N89°39'42"E along said Southerly Right-of-Way line of Lake Mary Blvd. a distance of 124.52 feet to the Point of Beginning.

AND

Parcel Identification Number: 17-20-30-300-0310-0000

The West 110 feet of the East 330 feet of the South 191 feet of the North 230 feet of the Northeast 1/4 of Section 17, Township 20 South, Range 30 East, Seminole County, Florida (less North 52 feet for Road).

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is that the above described land is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, **GRANTEE** would have great difficulty obtaining financing for the property.

IN WITNESS WHEREOF the **GRANTOR** has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
BOB DALLARI, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

DGS/dre
05/07/09
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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

EXHIBIT B

TERMINATION OF EASEMENT

WHEREAS, Sandefur Development, Inc. granted to Seminole County, a political subdivision of the State of Florida, a Permanent Perpetual Drainage and Right-of-Way Easement ("Easement"), dated September 27, 1988, and recorded on September 29, 1988, in Book 2001, Pages 0639-0642, of the Public Records of Seminole County, Florida, which said Easement contains the following provisions and legal description:

Commencing at the Northeast corner of Section 17, Township 20 South, Range 30 East, Seminole County, Florida; run S89°39'42"W (said course being the basis of bearings for this description) along the North line of the Northeast 1/4 of said Section 17, a distance of 332.50 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°16'35"E along said East line 40.00 feet to the South right-of-way line of Lake Mary Boulevard; thence run S89°39'42"W along said South right-of-way line 332.44 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°22'05"E along said West line a distance of 143.48 feet to the North line of the South 5 acres of that portion of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 17 lying Easterly of Lake Mary-Longwood Road; thence run S89°38'19"W along said North line a distance of 18.42 feet to the Point of Beginning; thence run S59°34'56"W a distance of 142.92 feet; thence run S30°25'04"E a distance of 21.00 feet; thence run S59°34'56"W a distance of 22.85 feet; thence run S30°25'04"E a distance of 90.70 feet; thence run S89°38'19"W a distance of 295.05 feet to the proposed Easterly right-of-way line of Lake Mary-Longwood Road; thence run N22°22'25"E along said Easterly right-of-way line a distance of 194.84 feet to the aforementioned North line of the South 5 acres; thence run N89°38'19"E along said North line a distance of 307.29 feet to the Point of Beginning.

Containing therein 1.04± acres.

WHEREAS, the easement is no longer needed for the purposes set forth in said Easement as said purposes have been completed.

NOW, THEREFORE, this is to certify that the easement granted in the September 27, 1988 Easement instrument is no longer needed, is not intended to be used by Seminole County in the future, and that the Easement has ceased and terminated.

IN WITNESS WHEREOF, Seminole County, by the Chairman of its Board of County Commissioners, has executed this instrument on this ____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
05/07/09

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EXHIBIT C

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

DRAINAGE AND RETENTION POND EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this ____ day of _____, 2009, by and between **OAKS AT LAKE MARY, LTD.**, whose address is 11800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714, hereinafter referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE a non-exclusive easement for drainage purposes including the right to utilize the existing drainage system and to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary if GRANTOR fails to maintain the existing drainage system, an underground drainage outfall system consisting of pipes and a retention pond, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

TRACTS "A", "B" AND A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 306.63 FEET TO THE

EXHIBIT C

NORTHEAST CORNER OF SAID TRACT B AND FOR A POINT OF BEGINNING; THENCE CONTINUE S00°11'05"E ALONG SAID EAST LINE A DISTANCE OF 356.48 FEET; THENCE S89°39'42"W A DISTANCE OF 331.44 FEET; THENCE S00°16'35"E A DISTANCE OF 40.57 FEET; THENCE S89°38'19"W A DISTANCE OF 662.76 FEET; THENCE N00°27'35"W A DISTANCE OF 40.00 FEET; THENCE S89°38'19"W A DISTANCE OF 195.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONGWOOD LAKE MARY ROAD; THENCE N22°22'25"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 96.94 FEET; THENCE S67°53'18"E A DISTANCE OF 233.83 FEET; THENCE N89°38'19"E A DISTANCE OF 429.69 FEET; THENCE N59°57'04"E A DISTANCE OF 149.50 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF N30°07'07"E, A CHORD DISTANCE OF 44.77 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°39'53", A DISTANCE OF 46.86 FEET; THENCE N00°17'11"E A DISTANCE OF 272.57 FEET; THENCE N89°40'48"E A DISTANCE OF 126.58 FEET TO A POINT INSIDE OF SAID LOT 2; THENCE S67°46'42"E ALONG THE PROJECTION AND THE NORTH LINE OF SAID TRACT B A DISTANCE OF 71.29 FEET; THENCE N89°56'09"E ALONG THE NORTH LINE OF SAID TRACT B A DISTANCE OF 159.73 FEET TO THE POINT OF BEGINNING.

CONTAINS 175,294 SQUARE FEET OR 4.024 ACRES MORE OR LESS.

TOGETHER WITH

25' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD; THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE A DISTANCE OF 941.39 FEET FOR A POINT OF BEGINNING.; THENCE S46°31'29"E A DISTANCE OF 53.92 FEET; THENCE S10°53'35"W A DISTANCE OF 144.85 FEET; THENCE N89°38'19"E A DISTANCE OF 487.94 FEET; THENCE S46°33'33"E A DISTANCE OF 123.54 FEET; THENCE S00°17'11"W A DISTANCE OF 34.27 FEET; THENCE

EXHIBIT C

N46°33'33"W A DISTANCE OF 136.93 FEET; THENCE
S89°38'19"W A DISTANCE OF 508.36 FEET; THENCE
N10°53'35"E A DISTANCE OF 161.63 FEET; THENCE
N46°31'29"W A DISTANCE OF 40.69 FEET TO THE EAST
RIGHT-OF-WAY LINE OF LONGWOOD-LAKE MARY ROAD; THENCE
N22°22'25"E ALONG SAID EAST RIGHT-OF-WAY LINE TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD A
DISTANCE OF 19.21 FEET; THENCE N89°39'42"E ALONG SAID
SOUTH RIGHT-OF-WAY LINE DISTANCE OF 10.23 FEET TO THE
POINT OF BEGINNING.

CONTAINS 20,814 SQUARE FEET OR 0.478 ACRES MORE OR
LESS.

AND

30' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS
RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF
LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30
EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE
OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD;
THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE
A DISTANCE OF 696.40 FEET FOR A POINT OF BEGINNING;
THENCE RUN S19°17'43"W A DISTANCE OF 33.80 FEET;
THENCE N89°48'55"E A DISTANCE OF 284.95 FEET; THENCE
S32°53'01"E A DISTANCE OF 183.72 FEET TO A POINT
WITHIN SAID LOT 2; THENCE S89°40'48"W A DISTANCE OF
28.75 FEET; THENCE S00°17'11"W A DISTANCE OF 10.55
FEET; THENCE N32°53'01"W A DISTANCE OF 160.69 FEET;
THENCE S89°48'55"W A DISTANCE OF 310.99 FEET; THENCE
N19°17'43"E A DISTANCE OF 65.53 FEET TO SAID SOUTH
RIGHT-OF-WAY; THENCE N89°39'42"E ALONG SAID SOUTH
RIGHT-OF-WAY A DISTANCE OF 31.85 FEET TO THE POINT OF
BEGINNING.

CONTAINS 15,444 SQUARE FEET OR 0.355 ACRES MORE OR
LESS.

(collectively, the "Easement Area")

EXHIBIT C

NOTWITHSTANDING any other provision of this Easement, GRANTEE shall have no duty to GRANTOR to perform any work on the above described land.

GRANTOR reserves the right to place aesthetically attractive improvements, approved by the GRANTEE in and upon the Easement Area including fountains, fences, benches, landscaping and lights, provided that such improvements does not interfere with the full purpose, utility and function of the GRANTEE's drainage facilities provided by this Easement.

GRANTEE shall not be obligated to perform any aesthetic maintenance as to the improvements nor the Easement Area. GRANTEE shall have the right to remove any improvements or signage without cost to the GRANTEE if the GRANTEE determines that such improvements or signage interfere with the purpose, utility or function of the GRANTEE's Easement Area.

GRANTOR covenants to indemnify and hold harmless the GRANTEE from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of the GRANTOR or its employees or agents or of the use or development, construction or maintenance of the Easement Area by the GRANTOR or by third parties acting on behalf or with the permission of the GRANTOR.

THE GRANTEE herein, its successors and assigns shall have the right but not the obligation to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE, its successors, or assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE to remove the fence or other structure from the Easement Area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of this easement.

GRANTOR covenants and agrees that it and its heirs, assigns and successors, will abide by the provisions of this Easement.

THIS ENTIRE EASEMENT touches and concerns the subject property, and shall run with the land, shall be a burden and binding upon the GRANTOR and the GRANTOR's assigns and successors in interest.

EXHIBIT C

TO HAVE AND TO HOLD said easement unto said GRANTEE its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins or is nearby the above described land.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the Easement Area; that it has a good and lawful right to convey this easement and that the Easement Area is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set hand and seal, the day and first above written.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OF LAKE MARY, LTD.
a Florida Limited Partnership

By: OLM of Central Florida, Inc.
a Florida Corporation
it's General Partner

Signature

By: _____
Stephen J. Lafreniere, Director

Print Name

Signature

Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Stephen J. Lafreniere, Director of OLM of Central Florida, Inc., a Florida corporation, General Partner of Oaks of Lake Mary, Ltd., a Florida limited partnership who is personally known to me or has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of the Oaks of Lake Mary, Ltd.

Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

DGS/dre
02/24/09

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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

**SEMINOLE COUNTY / OAKS AT LAKE MARY, LTD. / OAKS OUT, LLC
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT**

THIS JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT is made and entered into this ____ day of _____, 2009, by and between **OAKS AT LAKE MARY, LTD.**, whose address is 1180 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714, **OAKS OUT, LLC**, whose address is 1180 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714 and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

WHEREAS, Oaks at Lake Mary, Ltd. is improving the shopping center located at 3005 West Lake Mary Boulevard, Lake Mary, Florida 32746 (the "Shopping Center") and is affiliated with a new entity, Oaks Out, LLC, to accomplish these improvements; and

WHEREAS, Seminole County owns part of the retention pond property at the northwest corner of the Shopping Center and holds an easement over the remainder of this pond (collectively the "Existing County Pond") and an additional parcel located near the northeast corner of the Shopping Center (collectively the "County Parcels"); and

WHEREAS, the part of the County Parcels owned by Seminole County is described in the County Deed attached hereto as Exhibit A; and

WHEREAS, the part of the County Parcels over which Seminole County has an easement is described in the Termination of Easement document attached hereto as Exhibit B; and

WHEREAS, Oaks at Lake Mary, Ltd. owns an alternative retention pond located at the southeast corner of the Shopping Center (the "Alternative Retention Pond"); and

WHEREAS, the Alternative Retention Pond is described in the Drainage and Retention Pond Easement attached hereto as Exhibit C; and

WHEREAS, Seminole County has determined the Alternative Retention Pond is adequate to take the drainage currently being retained on the Existing County Pond subject to independent certification of this conclusion by a licensed professional engineer; and

WHEREAS, Section 125.37, Florida Statutes, authorizes the exchange of real property owned by Seminole County, when it is not needed for County purposes, for other real property interests which Seminole County needs for County purposes; and

WHEREAS, Oaks Out, LLC wishes to acquire the County Parcels for future development in exchange for Oaks at Lake Mary, Ltd. providing Seminole County an easement for access to and use of the Alternative Retention Pond together with areas for pipes and other infrastructure to connect Seminole County's drainage system to the Alternative Retention Pond (collectively, the "New Easement Area"); and

WHEREAS, Oaks Out, LLC is required to obtain the approval of its Planned Unit Development (PUD) Plan from the City of Lake Mary to proceed with the future development of what is now the County Parcels; and

WHEREAS, the New Easement Area is described in the Drainage and Retention Pond Easement attached hereto as Exhibit C as the "Easement Area"; and

WHEREAS, Seminole County is willing to make this exchange for the additional consideration of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) to be paid by Oaks Out, LLC to Seminole County; and

WHEREAS, Seminole County is unable to dispose of the County Parcels by competitive bid because the County would be unable to obtain access to and use of the Alternative Retention Pond or the New Easement Area without either this exchange with Oaks at Lake Mary, Ltd. and Oaks Out, LLC, or through eminent domain and it is essential that drainage be retained by one property or the other; and

WHEREAS, Seminole County acquired the County Parcels as follows:

For property identified as 17-20-30-300-0310-0000; by Order of Taking dated May 15, 1990, as recorded in Official Records Book 2182, Page 855, Public Records of Seminole County as ratified by Final Judgment dated May 30, 1991, as recorded in Official Records Book 2300, Page 1124, Public Records of Seminole County, Florida;

For property identified as 17-20-30-300-0060-0000; by Warranty Deed dated June 16, 1989, as recorded in Official Records Book 2079, Page 0290, Public Records of Seminole County, Florida;

For property identified as 17-20-30-3000-0050-0000 by Permanent Perpetual Drainage and Right-of-Way Easement dated September 27, 1988, as recorded in Official Records Book 2001, Pages 0639-0642; and

WHEREAS, Oaks at Lake Mary, Ltd. acquired the land inclusive of the New Easement Area by Special Warranty Deed dated May 16, 1997, as recorded in Official Records Book 3241, Page 1712, Public Records of Seminole County, Florida; and

WHEREAS, the parties recognize and agree that the New Easement Area, including the Alternative Retention Pond, would simultaneously serve the purposes of Oaks at Lake Mary, Ltd. and the public infrastructure purposes of Seminole County subject to independent certification of this conclusion by a licensed professional engineer; and

WHEREAS, Seminole County will require continued use of the Existing County Pond for drainage and retention as currently exists until such time as Oaks at Lake Mary, Ltd. constructs, at its own expense, the necessary pipes and infrastructure to connect Seminole County's drainage system to the Alternative Retention Pond; and

WHEREAS, it is in the best interest of Seminole County, Oaks at Lake Mary, Ltd., and Oaks Out, LLC for a joint use water retention facility serving the needs of Seminole County, Oaks at Lake Mary, Ltd. and Oaks Out, LLC,

NOW, THEREFORE, in consideration of the mutual agreements by and between Oaks at Lake Mary, Ltd., Oaks Out, LLC and Seminole County, Seminole County, Oaks Out, LLC and Oaks at Lake Mary, Ltd. agree as follows:

Section 1. Recitals. The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied.

Section 2. Property Exchange.

(a) The parties agree to exchange land interests as provided in subsections (b) through (m) below.

(b) Seminole County shall convey to Oaks Out, LLC by County Deed the part of the County Parcels that Seminole County owns as more particularly described in the attached Exhibit A.

(c) Seminole County shall release the part of the County Parcels over which Seminole County holds an easement as more particularly described in the attached Exhibit B.

(d) Oaks at Lake Mary, Ltd. shall convey to Seminole County an easement for access to and use of the New Easement Area, including the Alternative Retention Pond, described in the attached Exhibit C.

(e) As part of this exchange, Oaks Out, LLC agrees to pay Seminole County the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

(f) Seminole County, as required by Section 125.37, Florida Statutes, shall publish the terms and condition of this exchange of property once a week for at least two (2) weeks, in a newspaper of general circulation published in Seminole County.

(g) To effect the exchange of these properties, the Board of County Commissioners of Seminole County, Florida, must adopt a resolution authorizing the exchange of properties. This Agreement shall not be binding upon Seminole County until and unless the authorizing resolution is adopted by the Board of County Commissioners of Seminole County, Florida and all other legal prerequisites for the exchange are accomplished.

(h) In order to proceed with the future development of the County Parcels following this exchange, Oaks Out, LLC is required to obtain the approval of its PUD Plan from the City of Lake Mary. If the City of Lake Mary disapproves Oaks Out, LLC's PUD Plan for what is currently the County Parcels, or if this approval is not granted within twelve (12) months from the date the Agreement is signed by all the parties, then this Agreement shall terminate and the respective obligations of the parties that existed prior to this Agreement shall remain in full force and effect. Therefore, the obligations set forth in this Agreement are contingent upon the City of Lake Mary's approval of Oaks Out, LLC's PUD Plan within twelve (12) months from the date the Agreement is signed by all parties.

(i) Oaks Out, LLC agrees to pay for the publication of the notice of the terms and conditions of this exchange of properties in the Orlando Sentinel.

(j) Oaks Out, LLC agrees to pay for title insurance to be issued on all of the properties being conveyed pursuant to this Agreement, whether such conveyance is in fee or by easement.

(k) Oaks Out, LLC agrees to pay for the recording of the respective instruments necessary to convey the parties' interest in the above described properties and any documentary stamps necessary on such instruments.

(l) Upon execution of the conveyance and release described in Section 2(b) and 2(c) above, Oaks Out, LLC grants Seminole County an easement over, across, through and under the Existing County Pond for Seminole County to continue to use the Existing County Pond for its current drainage and retention purposes (the "Interim Easement"). This Interim Easement shall terminate upon Oaks at Lake Mary, Ltd. or Oaks Out, LLC, at their own respective expense, satisfactorily completing the construction of the necessary pipes and other infrastructure in the New Easement Area to convey the drainage to and from the Alternative Retention Pond. Specifically, satisfactorily completing this construction means that the piping and infrastructure meets the camera inspection criteria set forth in Florida Department of Transportation Standard Specifications, Section 430-4.8, Final Pipe Inspection (2007). Also, prior to and as an additional condition to the termination of the Interim Easement, either Oaks at Lake Mary, Ltd., or Oaks Out, LLC shall provide Seminole County, at Oaks at Lake Mary, Ltd.'s or Oaks Out, LLC's expense, respectively, a letter from a licensed professional engineer certifying under seal that the Alternative Retention Pond and related infrastructure are adequate to convey drainage currently held by the Existing County Pond to and from the Alternative Retention Pond.

(m) Until the Interim Easement to the Existing County Pond terminates, Oaks Out, LLC shall have the same obligation to Seminole

County regarding the Existing County Pond that Oaks at Lake Mary, Ltd. has to Seminole County regarding the New Easement Area. Similarly, until the Interim Easement to the Existing County Pond terminates, Seminole County shall have the same rights over the Existing County Pond that it has over the New Easement Area.

Section 3. Maintenance of Retention Ponds.

(a) The parties agree that Oaks at Lake Mary, Ltd. shall be responsible for functional as well as aesthetic maintenance of the New Easement Area, including the Alternative Retention Pond. Oaks at Lake Mary, Ltd. agrees that, at all times, its maintenance standards shall be equal to or greater than Seminole County's minimum functional maintenance requirements, which includes mowing the property at least nine (9) times a year. If Oaks at Lake Mary, Ltd.'s functional maintenance standards fail to meet the Seminole County's minimum standards, then Oaks of Lake Mary, Ltd. agrees that Seminole County may enter upon Oaks of Lake Mary, Ltd.'s property and perform such maintenance work as is reasonably necessary to achieve Seminole County's minimum functional standards and Seminole County may receive compensation for same on a time and material basis from Oaks at Lake Mary, Ltd.

(b) Oaks at Lake Mary, Ltd. agrees that its commitment to maintain the Alternative Retention Pond shall continue into perpetuity and be binding on its successors in interest.

(c) As to aesthetic maintenance of the Alternative Retention Pond, the parties agree that Oaks at Lake Mary, Ltd. may, at its cost, provide landscaping, fountains or other amenities so long as stormwater capacities, permit conditions, and functional maintenance are maintained.

(d) Nothing in this Agreement obligates Seminole County to perform any work for Oaks at Lake Mary, Ltd. on the Alternative Retention Pond.

Section 4. Recording. This Agreement shall be recorded in the Public Records of Seminole County and shall inure to the benefit of Seminole County, Oaks at Lake Mary, Ltd. and Oaks Out, LLC, and their successors and assigns. This Agreement and the rights conveyed herein shall run with Oaks at Lake Mary, Ltd.'s and Oaks Out, LLC's land and be exercisable by Seminole County, Oaks at Lake Mary, Ltd., Oaks Out, LLC and any successor owner of Oaks at Lake Mary, Ltd.'s or Oaks Out, LLC's land.

Section 5. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

Section 6. Condition of Premises. Oaks at Lake Mary, Ltd. and Oaks Out, LLC stipulate that their authorized agents and representatives have made a full inspection of the County Parcels and that Seminole County shall not be held liable in any way respecting the condition of the County Parcels or any occurrences on the County Parcels. Oaks Out, LLC and Oaks at Lake Mary, Ltd., accept their respective parts of the County Parcels "as is".

Section 7. Indemnification.

(a) Oaks at Lake Mary, Ltd. covenants to indemnify and hold harmless Seminole County from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of Oaks at Lake Mary, Ltd. or its employees or agents and its use of, or development, construction and maintenance of, the New Easement Area including the Alternative Retention Pond; or by third

parties acting on behalf of, or with the permission of Oaks at Lake Mary, Ltd.

(b) Until the Interim Easement on the Existing County Pond described in Section 2(l) and 2(m) above is terminated, Oaks Out, LLC covenants to indemnify and hold harmless Seminole County from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of Oaks Out, LLC or its employees or agents and its use of, or development, construction and maintenance of, the Existing County Pond; or by third parties acting on behalf of, or with the permission of Oaks Out, LLC.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereinafter adopted.

Section 9. Notice.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the COUNTY:

County Engineer
Public Works Department
Engineering Division
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

With a copy to:

County Attorney's Office
Seminole County Services Bldg.
1101 E. First St.
Sanford, FL 32771

For the DEVELOPER:

Stephen J. LaFreniere, President
Quest Company
1180 Spring Center S. Blvd., Ste 102
Altamonte Springs, FL 32714
Representative for
Oaks Out, LLC Representative and
Oaks at Lake Mary, Ltd.

With a copy to:

John Schoene, Esq.
100 E Sybelia Ave. Ste 205
Maitland, Florida 32751-4757

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 13. County Not Obligated. This Agreement shall not be deemed to pledge the credit of Seminole County or to make Seminole

te

County a co-venturer or partner of Oaks at Lake Mary, LLC or Oaks Out, LLC.

Section 14. Applicable Law/Venue/Remedies.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between Oaks at Lake Mary, Ltd., Oaks Out, LLC or both and Seminole County regarding the subject matter of this Agreement, Oaks at Lake Mary, Ltd., Oaks Out, LLC or both, as the case may be, and Seminole County agree to submit same to non-binding mediation (except that any settlement agreement reached through mediation shall be binding according to its terms) and shall cooperate in good faith in appointing a qualified mediator, attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. The prevailing party in any action, litigation, suit, action or proceeding to enforce the terms and conditions of this Agreement shall be entitled to recover all reasonable attorneys and paralegal fees and costs incurred prior to, in preparation for and in connection with all trial or appellate proceedings.

Section 15. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 16. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 17. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal and reciprocal part in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

Section 18. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not

be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 19. Further Assurances.

(a) Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

(b) Oaks at Lake Mary, Ltd. warrants that it will cause the holders of any mortgages and liens relating to the New Easement Area property to subordinate or release their interests as to the provisions of this Agreement prior to termination of the Interim Easement to the Existing County Pond pursuant to Section 2(1) and 2(m) herein. If Oaks at Lake Mary, Ltd. fails to obtain either the subordination or release, then the Interim Easement to the Existing County Pond shall not terminate.

Section 20. Curative Periods. No default as to any provision of this Agreement on the part of either Seminole County, Oaks at Lake Mary, Ltd. or Oaks Out, LLC shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 21. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 22. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is

required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 23. Public Records. Oaks at Lake Mary, Ltd. and Oaks Out, LLC shall allow public access to all documents, papers, letters or other materials subject to provisions of Chapter 119, Florida Statutes, which have been made or received by Oaks at Lake Mary, Ltd. or Oaks Out, LLC in conjunction with this Agreement.

Section 24. Records and Audit. Oaks at Lake Mary, Ltd. and Oaks Out, LLC shall maintain all books, documents, papers and other evidence pertaining in any way to this Agreement. Such records shall be available at the address hereinabove at all reasonable times during the term of this Agreement and for audit or inspection by Seminole County upon five (5) days prior written notice.

Section 25. Equal Opportunity Employment. Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree that they will not discriminate and will provide in all contracts that their contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, disability or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Conflict of Interest. Oaks at Lake Mary, Ltd. and Oaks Out, LLC agree that they will not commit any act in the performance of their obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 27. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver or fulfillments of any condition of development arising from the Seminole County Comprehensive Plan or the Land Development Code of Seminole County, nor from the City of Lake Mary Comprehensive Plan or the City of Lake Mary Code of Ordinances or other applicable ordinances, is intended and none shall be implied from the terms of the Agreement.

Section 28. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OF LAKE MARY, LTD.
a Florida Limited Partnership

By: OLM of Central Florida, Inc.
a Florida Corporation
its General Partner

By: [Signature]
Stephen J. Lafreniere, Director

[Signature]
Signature

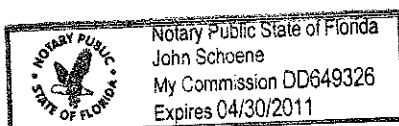
Ben LaFreniere
Print Name

[Signature]
Signature

Cassie Snyder
Print Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of May 2009, by Stephen J. Lafreniere, Director of OLM of Central Florida, Inc., a Florida corporation, General Partner of Oaks of Lake Mary, Ltd., a Florida limited partnership who is personally known to me or has produced as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of the Oaks of Lake Mary, Ltd.



[Signature]
Print Name John S. Schoene
Notary Public in and for the County
and State Aforementioned
My commission expires: 4/30/11

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OUT, LLC

a Florida Limited Liability Company

Signature

Print Name

Signature

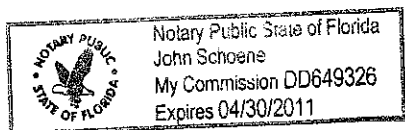
Print Name

By:

Stephen J. Lafreniere, Manager

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of May 2009, by Stephen J. Lafreniere, Manager of Oaks Out, LLC, a Florida limited liability company who is personally known to me or has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of company.



Print Name John S. Schoene
Notary Public in and for the County
and State Aforementioned
My commission expires: 4/30/11

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
05/07/09

Attachments

- Exhibit "A" - County Parcels
- Exhibit "B" - Termination of Easement
- Exhibit "C" - Drainage and Retention Pond Easement

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EXHIBIT A

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this _____ day of _____, 2009, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTOR, and OAKS OUT, LLC, whose address is 1800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714 hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, his heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

Parcel Identification Number: 17-20-30-300-0600-0000

That parcel of land lying in Section 17, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 17; Thence run S89°39'42"W along the North line of the Northeast ¼ of said Section 17 a distance of 664.93 feet; Thence departing said North line of the Northeast ¼, Section 17, run S00°22'12"E, a distance of 91.00 feet to a point on the Southerly Right-of-Way line of Lake Mary Blvd. as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1, said point being the Point of Beginning; Thence run S00°22'12"E a distance of 92.49 feet; Thence run S89°38'22"W, a distance of 325.68 feet to a point on the Easterly Right-of-Way line of Longwood-Lake Mary Road (100' R/W) as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1; Thence Run N22°22'25"E, along said Easterly right-of-way line, a distance of 104.99 feet to its intersection with said Southerly Right-of-Way line of Lake Mary Blvd. and a non-tangent curve concave Northeasterly having a radius of 3046.45 feet; Thence from a chord

EXHIBIT A

bearing of S88°49'39"E, run Southeasterly along the arc of said curve through a central angle of 03°01'17" a distance of 160.65 feet to a point of tangency; Thence run N89°39'42"E along said Southerly Right-of-Way line of Lake Mary Blvd. a distance of 124.52 feet to the Point of Beginning.

AND

Parcel Identification Number: 17-20-30-300-0310-0000

The West 110 feet of the East 330 feet of the South 191 feet of the North 230 feet of the Northeast 1/4 of Section 17, Township 20 South, Range 30 East, Seminole County, Florida (less North 52 feet for Road).

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is that the above described land is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, **GRANTEE** would have great difficulty obtaining financing for the property.

IN WITNESS WHEREOF the **GRANTOR** has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

DGS/dre
05/07/09
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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

EXHIBIT B

TERMINATION OF EASEMENT

WHEREAS, Sandefur Development, Inc. granted to Seminole County, a political subdivision of the State of Florida, a Permanent Perpetual Drainage and Right-of-Way Easement ("Easement"), dated September 27, 1988, and recorded on September 29, 1988, in Book 2001, Pages 0639-0642, of the Public Records of Seminole County, Florida, which said Easement contains the following provisions and legal description:

Commencing at the Northeast corner of Section 17, Township 20 South, Range 30 East, Seminole County, Florida; run S89°39'42"W (said course being the basis of bearings for this description) along the North line of the Northeast 1/4 of said Section 17, a distance of 332.50 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°16'35"E along said East line 40.00 feet to the South right-of-way line of Lake Mary Boulevard; thence run S89°39'42"W along said South right-of-way line 332.44 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°22'05"E along said West line a distance of 143.48 feet to the North line of the South 5 acres of that portion of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 17 lying Easterly of Lake Mary-Longwood Road; thence run S89°38'19"W along said North line a distance of 18.42 feet to the Point of Beginning; thence run S59°34'56"W a distance of 142.92 feet; thence run S30°25'04"E a distance of 21.00 feet; thence run S59°34'56"W a distance of 22.85 feet; thence run S30°25'04"E a distance of 90.70 feet; thence run S89°38'19"W a distance of 295.05 feet to the proposed Easterly right-of-way line of Lake Mary-Longwood Road; thence run N22°22'25"E along said Easterly right-of-way line a distance of 194.84 feet to the aforementioned North line of the South 5 acres; thence run N89°38'19"E along said North line a distance of 307.29 feet to the Point of Beginning.

Containing therein 1.04± acres.

WHEREAS, the easement is no longer needed for the purposes set forth in said Easement as said purposes have been completed.

NOW, THEREFORE, this is to certify that the easement granted in the September 27, 1988 Easement instrument is no longer needed, is not intended to be used by Seminole County in the future, and that the Easement has ceased and terminated.

IN WITNESS WHEREOF, Seminole County, by the Chairman of its Board of County Commissioners, has executed this instrument on this _____ day of _____, 2009.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
05/07/09

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EXHIBIT C

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

DRAINAGE AND RETENTION POND EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2009, by and between **OAKS AT LAKE MARY, LTD.**, whose address is 11800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714, hereinafter referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE a non-exclusive easement for drainage purposes including the right to utilize the existing drainage system and to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary if GRANTOR fails to maintain the existing drainage system, an underground drainage outfall system consisting of pipes and a retention pond, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

TRACTS "A", "B" AND A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 306.63 FEET TO THE

EXHIBIT C

NORTHEAST CORNER OF SAID TRACT B AND FOR A POINT OF BEGINNING; THENCE CONTINUE S00°11'05"E ALONG SAID EAST LINE A DISTANCE OF 356.48 FEET; THENCE S89°39'42"W A DISTANCE OF 331.44 FEET; THENCE S00°16'35"E A DISTANCE OF 40.57 FEET; THENCE S89°38'19"W A DISTANCE OF 662.76 FEET; THENCE N00°27'35"W A DISTANCE OF 40.00 FEET; THENCE S89°38'19"W A DISTANCE OF 195.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONGWOOD LAKE MARY ROAD; THENCE N22°22'25"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 96.94 FEET; THENCE S67°53'18"E A DISTANCE OF 233.83 FEET; THENCE N89°38'19"E A DISTANCE OF 429.69 FEET; THENCE N59°57'04"E A DISTANCE OF 149.50 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF N30°07'07"E, A CHORD DISTANCE OF 44.77 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°39'53", A DISTANCE OF 46.86 FEET; THENCE N00°17'11"E A DISTANCE OF 272.57 FEET; THENCE N89°40'48"E A DISTANCE OF 126.58 FEET TO A POINT INSIDE OF SAID LOT 2; THENCE S67°46'42"E ALONG THE PROJECTION AND THE NORTH LINE OF SAID TRACT B A DISTANCE OF 71.29 FEET; THENCE N89°56'09"E ALONG THE NORTH LINE OF SAID TRACT B A DISTANCE OF 159.73 FEET TO THE POINT OF BEGINNING.

CONTAINS 175,294 SQUARE FEET OR 4.024 ACRES MORE OR LESS.

TOGETHER WITH

25' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD; THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE A DISTANCE OF 941.39 FEET FOR A POINT OF BEGINNING.; THENCE S46°31'29"E A DISTANCE OF 53.92 FEET; THENCE S10°53'35"W A DISTANCE OF 144.85 FEET; THENCE N89°38'19"E A DISTANCE OF 487.94 FEET; THENCE S46°33'33"E A DISTANCE OF 123.54 FEET; THENCE S00°17'11"W A DISTANCE OF 34.27 FEET; THENCE

EXHIBIT C

N46°33'33"W A DISTANCE OF 136.93 FEET; THENCE
S89°38'19"W A DISTANCE OF 508.36 FEET; THENCE
N10°53'35"E A DISTANCE OF 161.63 FEET; THENCE
N46°31'29"W A DISTANCE OF 40.69 FEET TO THE EAST
RIGHT-OF-WAY LINE OF LONGWOOD-LAKE MARY ROAD; THENCE
N22°22'25"E ALONG SAID EAST RIGHT-OF-WAY LINE TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD A
DISTANCE OF 19.21 FEET; THENCE N89°39'42"E ALONG SAID
SOUTH RIGHT-OF-WAY LINE DISTANCE OF 10.23 FEET TO THE
POINT OF BEGINNING.

CONTAINS 20,814 SQUARE FEET OR 0.478 ACRES MORE OR
LESS.

AND

30' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS
RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF
LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30
EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE
OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD;
THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE
A DISTANCE OF 696.40 FEET FOR A POINT OF BEGINNING;
THENCE RUN S19°17'43"W A DISTANCE OF 33.80 FEET;
THENCE N89°48'55"E A DISTANCE OF 284.95 FEET; THENCE
S32°53'01"E A DISTANCE OF 183.72 FEET TO A POINT
WITHIN SAID LOT 2; THENCE S89°40'48"W A DISTANCE OF
28.75 FEET; THENCE S00°17'11"W A DISTANCE OF 10.55
FEET; THENCE N32°53'01"W A DISTANCE OF 160.69 FEET;
THENCE S89°48'55"W A DISTANCE OF 310.99 FEET; THENCE
N19°17'43"E A DISTANCE OF 65.53 FEET TO SAID SOUTH
RIGHT-OF-WAY; THENCE N89°39'42"E ALONG SAID SOUTH
RIGHT-OF-WAY A DISTANCE OF 31.85 FEET TO THE POINT OF
BEGINNING.

CONTAINS 15,444 SQUARE FEET OR 0.355 ACRES MORE OR
LESS.

(collectively, the "Easement Area")

EXHIBIT C

NOTWITHSTANDING any other provision of this Easement, GRANTEE shall have no duty to GRANTOR to perform any work on the above described land.

GRANTOR reserves the right to place aesthetically attractive improvements, approved by the GRANTEE in and upon the Easement Area including fountains, fences, benches, landscaping and lights, provided that such improvements does not interfere with the full purpose, utility and function of the GRANTEE's drainage facilities provided by this Easement.

GRANTEE shall not be obligated to perform any aesthetic maintenance as to the improvements nor the Easement Area. GRANTEE shall have the right to remove any improvements or signage without cost to the GRANTEE if the GRANTEE determines that such improvements or signage interfere with the purpose, utility or function of the GRANTEE's Easement Area.

GRANTOR covenants to indemnify and hold harmless the GRANTEE from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of the GRANTOR or its employees or agents or of the use or development, construction or maintenance of the Easement Area by the GRANTOR or by third parties acting on behalf or with the permission of the GRANTOR.

THE GRANTEE herein, its successors and assigns shall have the right but not the obligation to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE, its successors, or assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE to remove the fence or other structure from the Easement Area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of this easement.

GRANTOR covenants and agrees that it and its heirs, assigns and successors, will abide by the provisions of this Easement.

THIS ENTIRE EASEMENT touches and concerns the subject property, and shall run with the land, shall be a burden and binding upon the GRANTOR and the GRANTOR's assigns and successors in interest.

EXHIBIT C

TO HAVE AND TO HOLD said easement unto said GRANTEE its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins or is nearby the above described land.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the Easement Area; that it has a good and lawful right to convey this easement and that the Easement Area is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set hand and seal, the day and first above written.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OF LAKE MARY, LTD.
a Florida Limited Partnership

By: OLM of Central Florida, Inc.
a Florida Corporation
it's General Partner

By: _____

Signature

Stephen J. Lafreniere, Director

Print Name

Signature

Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Stephen J. Lafreniere, Director of OLM of Central Florida, Inc., a Florida corporation, General Partner of Oaks of Lake Mary, Ltd., a Florida limited partnership who is personally known to me or has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of the Oaks of Lake Mary, Ltd.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

DGS/dre
02/24/09
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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

DRAINAGE AND RETENTION POND EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2009, by and between **OAKS AT LAKE MARY, LTD.**, whose address is 11800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714, hereinafter referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE a non-exclusive easement for drainage purposes including the right to utilize the existing drainage system and to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary if GRANTOR fails to maintain the existing drainage system, an underground drainage outfall system consisting of pipes and a retention pond, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

TRACTS "A", "B" AND A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 306.63 FEET TO THE

NORTHEAST CORNER OF SAID TRACT B AND FOR A POINT OF BEGINNING; THENCE CONTINUE S00°11'05"E ALONG SAID EAST LINE A DISTANCE OF 356.48 FEET; THENCE S89°39'42"W A DISTANCE OF 331.44 FEET; THENCE S00°16'35"E A DISTANCE OF 40.57 FEET; THENCE S89°38'19"W A DISTANCE OF 662.76 FEET; THENCE N00°27'35"W A DISTANCE OF 40.00 FEET; THENCE S89°38'19"W A DISTANCE OF 195.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONGWOOD LAKE MARY ROAD; THENCE N22°22'25"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 96.94 FEET; THENCE S67°53'18"E A DISTANCE OF 233.83 FEET; THENCE N89°38'19"E A DISTANCE OF 429.69 FEET; THENCE N59°57'04"E A DISTANCE OF 149.50 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF N30°07'07"E, A CHORD DISTANCE OF 44.77 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°39'53", A DISTANCE OF 46.86 FEET; THENCE N00°17'11"E A DISTANCE OF 272.57 FEET; THENCE N89°40'48"E A DISTANCE OF 126.58 FEET TO A POINT INSIDE OF SAID LOT 2; THENCE S67°46'42"E ALONG THE PROJECTION AND THE NORTH LINE OF SAID TRACT B A DISTANCE OF 71.29 FEET; THENCE N89°56'09"E ALONG THE NORTH LINE OF SAID TRACT B A DISTANCE OF 159.73 FEET TO THE POINT OF BEGINNING.

CONTAINS 175,294 SQUARE FEET OR 4.024 ACRES MORE OR LESS.

TOGETHER WITH

25' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD; THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE A DISTANCE OF 941.39 FEET FOR A POINT OF BEGINNING.; THENCE S46°31'29"E A DISTANCE OF 53.92 FEET; THENCE S10°53'35"W A DISTANCE OF 144.85 FEET; THENCE N89°38'19"E A DISTANCE OF 487.94 FEET; THENCE S46°33'33"E A DISTANCE OF 123.54 FEET; THENCE S00°17'11"W A DISTANCE OF 34.27 FEET; THENCE

N46°33'33"W A DISTANCE OF 136.93 FEET; THENCE
S89°38'19"W A DISTANCE OF 508.36 FEET; THENCE
N10°53'35"E A DISTANCE OF 161.63 FEET; THENCE
N46°31'29"W A DISTANCE OF 40.69 FEET TO THE EAST
RIGHT-OF-WAY LINE OF LONGWOOD-LAKE MARY ROAD; THENCE
N22°22'25"E ALONG SAID EAST RIGHT-OF-WAY LINE TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD A
DISTANCE OF 19.21 FEET; THENCE N89°39'42"E ALONG SAID
SOUTH RIGHT-OF-WAY LINE DISTANCE OF 10.23 FEET TO THE
POINT OF BEGINNING.

CONTAINS 20,814 SQUARE FEET OR 0.478 ACRES MORE OR
LESS.

AND

30' DRAINAGE EASEMENT LEGAL DESCRIPTION:

Parcel Identification Number: 17-20-30-300-0050-0000

A PORTION OF LOT 2, COMMUNITY NATIONAL BANK, AS
RECORDED IN PLAT BOOK 56, PAGE 37, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF
LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30
EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA, RUN THENCE S00°11'05"E ALONG THE EAST LINE
OF SAID SECTION 17 A DISTANCE OF 91.01 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD;
THENCE S89°39'42"W ALONG SAID SOUTH RIGHT-OF WAY LINE
A DISTANCE OF 696.40 FEET FOR A POINT OF BEGINNING;
THENCE RUN S19°17'43"W A DISTANCE OF 33.80 FEET;
THENCE N89°48'55"E A DISTANCE OF 284.95 FEET; THENCE
S32°53'01"E A DISTANCE OF 183.72 FEET TO A POINT
WITHIN SAID LOT 2; THENCE S89°40'48"W A DISTANCE OF
28.75 FEET; THENCE S00°17'11"W A DISTANCE OF 10.55
FEET; THENCE N32°53'01"W A DISTANCE OF 160.69 FEET;
THENCE S89°48'55"W A DISTANCE OF 310.99 FEET; THENCE
N19°17'43"E A DISTANCE OF 65.53 FEET TO SAID SOUTH
RIGHT-OF-WAY; THENCE N89°39'42"E ALONG SAID SOUTH
RIGHT-OF-WAY A DISTANCE OF 31.85 FEET TO THE POINT OF
BEGINNING.

CONTAINS 15,444 SQUARE FEET OR 0.355 ACRES MORE OR
LESS.

(collectively, the "Easement Area")

NOTWITHSTANDING any other provision of this Easement, GRANTEE shall have no duty to GRANTOR to perform any work on the above described land.

GRANTOR reserves the right to place aesthetically attractive improvements, approved by the GRANTEE, in and upon the Easement Area including fountains, fences, benches, landscaping and lights, provided that such improvements do not interfere with the full purpose, utility and function of the GRANTEE's drainage facilities provided by this Easement.

GRANTEE shall not be obligated to perform any aesthetic maintenance as to the improvements nor the Easement Area. GRANTEE shall have the right to remove any improvements or signage without cost to the GRANTEE if the GRANTEE determines that such improvements or signage interfere with the purpose, utility or function of the GRANTEE's Easement Area.

GRANTOR covenants to indemnify and hold harmless the GRANTEE from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of the GRANTOR or its employees or agents or of the use or development, construction or maintenance of the Easement Area by the GRANTOR or by third parties acting on behalf or with the permission of the GRANTOR.

THE GRANTEE herein, its successors and assigns shall have the right but not the obligation to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE, its successors, or assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE to remove the fence or other structure from the Easement Area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of this easement.

GRANTOR covenants and agrees that it and its heirs, assigns and successors, will abide by the provisions of this Easement.

THIS ENTIRE EASEMENT touches and concerns the subject property, and shall run with the land, shall be a burden and binding upon the GRANTOR and the GRANTOR's assigns and successors in interest.

TO HAVE AND TO HOLD said easement unto said GRANTEE its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins or is nearby the above described land.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the Easement Area; that it has a good and lawful right to convey this easement and that the Easement Area is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set hand and seal, the day and first above written.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

OAKS OF LAKE MARY, LTD.
a Florida Limited Partnership

By: OLM of Central Florida, Inc.
a Florida Corporation
it's General Partner

Signature

By: _____
Stephen J. Lafreniere, Director

Print Name

Signature

Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Stephen J. Lafreniere, Director of OLM of Central Florida, Inc., a Florida corporation, General Partner of Oaks of Lake Mary, Ltd., a Florida limited partnership who is personally known to me or has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such Director in the name and on behalf of the Oaks of Lake Mary, Ltd.

Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

DGS/dre
02/24/09

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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

TERMINATION OF EASEMENT

WHEREAS, Sandefur Development, Inc. granted to Seminole County, a political subdivision of the State of Florida, a Permanent Perpetual Drainage and Right-of-Way Easement ("Easement"), dated September 27, 1988, and recorded on September 29, 1988, in Book 2001, Pages 0639-0642, of the Public Records of Seminole County, Florida, which said Easement contains the following provisions and legal description:

Commencing at the Northeast corner of Section 17, Township 20 South, Range 30 East, Seminole County, Florida; run S89°39'42"W (said course being the basis of bearings for this description) along the North line of the Northeast 1/4 of said Section 17, a distance of 332.50 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°16'35"E along said East line 40.00 feet to the South right-of-way line of Lake Mary Boulevard; thence run S89°39'42"W along said South right-of-way line 332.44 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence run S00°22'05"E along said West line a distance of 143.48 feet to the North line of the South 5 acres of that portion of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 17 lying Easterly of Lake Mary-Longwood Road; thence run S89°38'19"W along said North line a distance of 18.42 feet to the Point of Beginning; thence run S59°34'56"W a distance of 142.92 feet; thence run S30°25'04"E a distance of 21.00 feet; thence run S59°34'56"W a distance of 22.85 feet; thence run S30°25'04"E a distance of 90.70 feet; thence run S89°38'19"W a distance of 295.05 feet to the proposed Easterly right-of-way line of Lake Mary-Longwood Road; thence run N22°22'25"E along said Easterly right-of-way line a distance of 194.84 feet to the aforementioned North line of the South 5 acres; thence run N89°38'19"E along said North line a distance of 307.29 feet to the Point of Beginning.

Containing therein 1.04± acres.

WHEREAS, the easement is no longer needed for the purposes set forth in said Easement as said purposes have been completed.

NOW, THEREFORE, this is to certify that the easement granted in the September 27, 1988 Easement instrument is no longer needed, is not intended to be used by Seminole County in the future, and that the Easement has ceased and terminated.

IN WITNESS WHEREOF, Seminole County, by the Chairman of its Board of County Commissioners, has executed this instrument on this _____ day of _____, 2009.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
05/07/09
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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this _____ day of _____, 2009, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the **GRANTOR**, and **OAKS OUT, LLC**, whose address is 1800 Spring Centre South Boulevard, Suite 102, Altamonte Springs, Florida 32714 hereinafter referred to as the **GRANTEE**.

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to **GRANTEE**, his heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

Parcel Identification Number: 17-20-30-300-0600-0000

That parcel of land lying in Section 17, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 17; Thence run S89°39'42"W along the North line of the Northeast ¼ of said Section 17 a distance of 664.93 feet; Thence departing said North line of the Northeast ¼, Section 17, run S00°22'12"E, a distance of 91.00 feet to a point on the Southerly Right-of-Way line of Lake Mary Blvd. as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1, said point being the Point of Beginning; Thence run S00°22'12"E a distance of 92.49 feet; Thence run S89°38'22"W, a distance of 325.68 feet to a point on the Easterly Right-of-Way line of Longwood-Lake Mary Road (100' R/W) as depicted on the Right-of-Way Map of Lake Mary Blvd. Phase 1; Thence Run N22°22'25"E, along said Easterly right-of-way line, a distance of 104.99 feet to its intersection with said Southerly Right-of-Way line of Lake Mary Blvd. and a non-tangent curve concave Northeasterly having a radius of 3046.45 feet; Thence from a chord

bearing of S88°49'39"E, run Southeasterly along the arc of said curve through a central angle of 03°01'17" a distance of 160.65 feet to a point of tangency; Thence run N89°39'42"E along said Southerly Right-of-Way line of Lake Mary Blvd. a distance of 124.52 feet to the Point of Beginning.

AND

Parcel Identification Number: 17-20-30-300-0310-0000

The West 110 feet of the East 330 feet of the South 191 feet of the North 230 feet of the Northeast 1/4 of Section 17, Township 20 South, Range 30 East, Seminole County, Florida (less North 52 feet for Road).

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is that the above described land is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, **GRANTEE** would have great difficulty obtaining financing for the property.

IN WITNESS WHEREOF the **GRANTOR** has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

By: _____
BOB DALLARI, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

DGS/dre
05/07/09
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